

SECTION F
DELIVERIES OR PERFORMANCE

F-1. 52.242-15 STOP-WORK ORDER (AUG 1989)

(Reference 42.1305)

F-2. PERIOD OF PERFORMANCE

Base Period (Transition-In): 6 months beginning Date of Contract Award

If exercised, Options 1, 2, 3, 4, and 5 will be:

Option Period 1:	7 through 18 months after Contract Award
Option Period 2:	19 through 30 months after Contract Award
Option Period 3:	31 through 42 months after Contract Award
Option Period 4:	43 through 54 months after Contract Award
Option Period 5:	55 through 66 months after Contract Award

F-3. PLACE OF DELIVERY AND PROCEDURES

F-3.1. The NQMC shall make delivery under this contract to the location(s) set forth in each individual delivery order issued.

F-3.2. All certified and overnight mail for TRICARE Management Activity is to be delivered to: TRICARE Management Activity, 16401 E. Centretch Parkway, Aurora, CO 80011-9066. TMA Normal Delivery Hours are 7:30 a.m. to 4:00 p.m. (local time), Monday through Friday, excluding Federal holidays.

F-4. NOTICE REGARDING LATE DELIVERY

In the event the NQMC anticipates difficulty in complying with the task order schedule, the NQMC shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; provided, however, that this notification shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F-5. AMOUNTS OF LIQUIDATED DAMAGES

F-5.1. Delays in completion of tasks under this contract have the potential to delay resolution of claims, medical necessity appeal determinations, and requests for preauthorization, and thus adversely affect beneficiaries and providers of care--the public TMA serves. Accordingly, timeliness is of the essence in the administration of this contract. As motivation for timely performance, the procedures of Section F-5.3 are established.

F-5.2. All requirements under this contract shall be performed and delivery made within the performance period established by this contract, unless the NQMC has obtained an extension pursuant to the procedures established in F-6. Where an extension has been granted, requirements shall be performed within the performance period established in an extension. Performance not within the established period by this contract or by approved extension shall be deemed untimely.

F-5.3. With regard to Section C, external reviews on paid malpractice claims, medical necessity appeal determinations, and internal and external case reviews, shall be subject to the limitations below:

F-5.3.1. Where there is untimely completion of the review, the total invoice price for the case(s) shall be reduced 10 percent for each day completion of these requirements are late.

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F-5.3.2. The invoice price for each late case shall not be reduced by more than 50 percent. In addition, reference to number of days late shall not include weekends or Federal holidays.

F-5.3.3. Nothing in this Section shall deprive TMA of any other remedies available under law for defective or untimely performance of any requirement under this contract; examples include, but are not limited to, nonexercise of contract options or partial or total termination for default.

F-5.3.4. The NQMC shall accurately reflect any deductions applicable under this Section on its invoices.

F-6. EXTENSIONS

Requests for extensions initiated by the NQMC of due dates for deliverables under this contract shall be submitted to the Contracting Officer such that the request is received by the Contracting Officer prior to the due date in question. Requests may be transmitted via electronic methods or telefax. Requests shall include a detailed explanation of the circumstances justifying the extension, the date by which delivery can occur, and the justification for that date. In reviewing a Request for Extension of Due Date, the Contracting Officer's Representative (COR) shall consider whether there were circumstances beyond the foreseeable control of the NQMC and peer reviewer that prevented timely delivery. Failure to adequately manage workload shall not be an acceptable basis for an extension. The NQMC cannot assume an extension will automatically be granted. This section does not apply to the TMA Selected Cases.

F-7. REPORTS

F-7.1. The NQMC shall provide to the Contracting Officer's Representative at TRICARE Management Activity (TMA):

- Monthly reports (CLINs 1009AA, 2009AA, 3009AA, 4009AA, and 5009AA)
- Monthly facility listing reports (CLINs 1009AB, 2009AB, 3009AB, 4009AB, and 5009AB)
- Quarterly contractor performance reports (CLINs 1009AC, 2009AC, 3009AC, 4009AC, and 5009AC)
- Quarterly IQMP reports (CLINs 1009AD, 2009AD, 3009AD, 4009AD, and 5009AD)
- Semi-annual reports (CLINs 1009AE, 2009AE, 3009AE, 4009AE, and 5009AE)
- CQMP reports (CLINs 1009AF, 2009AF, 3009AF, 4009AF, and 5009AF)

F-7.2. Monthly Reports

F-7.2.1. SECTION 1 OF THE MONTHLY REPORT. The NQMC shall provide a monthly report (CLINs 1009AA, 2009AA, 3009AA, 4009AA, and 5009AA) by the 10th of each month to the COR. Applicable portions of this report shall also be provided by the NQMC to the Market Managers and Regional Offices, MCSC and DP Points of Contact. This report shall include information about TMA selected cases, specifically:

- Utilization Management Concerns
- Quality Concerns
- Coding Irregularities
- Inappropriate Medical Care
- Preventable Admissions
- Care that is not a TRICARE benefit

These reports shall provide analysis of sufficient detail so that the MCSCs and DPs shall be able to understand the concern and respond to the findings. The

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MCSCs and DPs shall have an opportunity to review the issues identified, and must respond to the issues within 45 days of this report. The NQMC shall review any disagreements identified by the MCSCs and DPs, and provide TMA with its final determination within 90 days of the date of the report that initially identified the issue.

F-7.2.2. SECTION 2 OF THE MONTHLY REPORT. The NQMC shall provide a monthly report (CLINs 1009AA, 2009AA, 3009AA, 4009AA, and 5009AA) by the 10th of each month to the TMA COR. This report shall include specific information on the NQMC's workload during the preceding month, and shall address:

- TMA selected cases
- Malpractice peer reviews
- Reconsideration/appeal of denial determinations
- Facility certification
- Internal and external case reviews

The report shall address contract timeliness standards for the above cases.

F-7.3. Quarterly Reports

F-7.3.1. On a quarterly basis, the NQMC shall provide a report (CLINs 1009AC, 2009AC, 3009AC, 4009AC, and 5009AC) to the TMA COR within 30 days following each contract quarter which includes details for each MCSC and DP's performance on submitting the selected medical records and responding to the issues as required in the Operations Manual.

F-7.3.2. On a quarterly basis, the NQMC shall provide a report (CLINs 1009AD, 2009AD, 3009AD, 4009AD, and 5009AD) to the TMA COR within 30 days following each contract quarter which includes details for the NQMC's Internal Quality Management Program.

F-7.4. Semi-annual Reports. The NQMC shall submit to the TMA COR a 6-month report (CLINs 1009AE, 2009AE, 3009AE, 4009AE, and 5009AE) beginning with Option Period 1, to be delivered 90 days after the end of the 6-month report period. The report shall include a summary of findings and an analysis of patterns, trends and variations among the Health Service Regions. The report shall also provide a discussion of "best value health care", recommendations on superior quality health care transfer, decreasing medically unnecessary utilization of health care services, preventable admissions and recommendations for focused studies and quality improvement projects. The NQMC shall provide a copy of the report to the COR, the appropriate Market Managers, and TRICARE Regional Offices. The NQMC shall provide to the TMA COR a Microsoft PowerPoint briefing package of the report, on CD-ROM.

F-7.5. Clinical Quality Management Program (CQMP) Reports. TMA will provide to the NQMC the MCSC and DP CQMP annual reports (CLINs 1009AF, 2009AF, 3009AF, 4009AF, and 5009AF) that are provided by the new contractors within the three healthcare regions; the current MCSCs are not required to provide this report (Refer to Chapter 7, Section 4 of the TRICARE Operations Manual). The NQMC shall summarize the data from these annual reports. The NQMC shall provide an analysis that identifies patterns and trends, and assist the Government in determining best practices. The NQMC shall provide the report within 90 days of receipt of the CQMP annual reports.

F-7.6. Focused Studies Reports. As directed by the Contracting Officer, the NQMC shall conduct focused studies (1004, 2004, 3004, 4004, and 5004) that will allow TMA to quickly understand critical risks, and design and test specific interventions to improve quality of care. In general, TMA will select study issues that have a potential to significantly impact beneficiary health, functional status, and satisfaction. Additionally, focused studies may be related to specific individual providers, provider groups, or institutional providers. The NQMC shall provide a study summary report to TMA as negotiated on a per-study basis. The cost associated with the preparation of each focused

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study shall be negotiated. See Section J, Attachment J-5 for examples of focused study topics.

F-7.7. MTF Malpractice Reviews. The NQMC's report (1005, 2005, 3005, 4005, and 5005) for all cases shall include: 1) a summary of the facts of the case, 2) allegations, 3) a determination as to whether the standard of care at the time the care was provided was met for each involved provider, 4) the rationale for that finding (standard text, practice guidelines, any evidence-based medical citations from the literature relevant at the time of the incident, etc.) and 5) a determination of whether the care provided caused the patient's injury. In addition, if the case has been identified as a system problem (as defined in DoDI 6025.15), the NQMC's report shall include rationale for agreeing or disagreeing with the identified system issue. A report is not complete unless all 5 elements are furnished. The NQMC's report is due within 30 days of receipt of the case.

F-7.8. Monthly Facility Certification Listing. The NQMC shall provide an updated monthly listing (1009AB, 2009AB, 3009AB, 4009AB, and 5009AB) by type of facility of all RTCs, PHPs, and SUDRFs certified as of the end of the report month, to include name, address, telephone number, EIN, effective date of initial certification, recertification date, patient/bed capacity, and description of population served (e.g., adult, adolescent, or specific age range(s), gender, etc.) (see Section J, Attachment J-11). For PHPs, provide a brief description of each program offered (e.g., full-day or partial-day, days of operation, patient capacity). Multiple partial programs in a single facility are to be listed separately. The NQMC shall provide a copy of the facilities certification listing to each MCSC and DP, and to the TMA COR, by the 10th of each month.

F-7.9. Mental Health Facility On-site Reviews Reports. Within 15 calendar days after the end of each on site review, (1) the NQMC shall provide to the COR a comprehensive report (1007AB, 2007AB, 3007AB, 4007AB, and 5007AB) of its findings for review and approval, and (2) the NQMC shall provide a separate written recommendation, informing TMA of the proposed certification decision, i.e., whether the NQMC recommends the recertification of the facility, or recommends that TMA decertify the facility. Following the TMA COR's approval, the NQMC shall complete the certification action.

F-8. MEETINGS

F-8.1. The NQMC shall attend meetings as directed by the Contracting Officer in support to CLINs 1010, 2010, 3010, 4010, and 5010.

F-8.2. The Contracting Officer's directed travel expenses and per diem shall be reimbursed in accordance with the Government's Joint Travel Regulations (see <http://www.dtic.mil/perdiem/>), which establishes per diem rates during the period of travel, and shall be the maximum per diem rate allowed for lodging, meals, and individual expenses that shall be reimbursed under Contracting Officer directed travel.

(End of Section)